

INVITATION FOR BID

IFB RFx Number: 3160007732

Emergency Standby Transportation Services

Issued: November 17, 2025



CLOSING TIME AND DATE

Bids must be received by:

January 6, 1:00 PM CST

CLOSING LOCATION

Mississippi Department of Finance and Administration

501 North West Street, Suite 1301 C

Jackson, Mississippi 39201

BID COORDINATOR

April Burns, Bid Coordinator

Telephone: (601) 359-5286

E-mail: osss@dfa.ms.gov

SECTION 1

1.1 Purpose

The Office of Statewide Strategic Sourcing (hereinafter “OSSS”), on behalf of the Mississippi Emergency Management Agency (hereinafter “MEMA”) has issued this solicitation for the purpose of soliciting sealed bids from qualified providers for emergency standby transportation services. The Contractor will perform all tasks and make all assurances outlined in Section 4 of this IFB entitled Scope of Work.

Additional information may be obtained by written request to April Burns, Bid Coordinator osss@dfa.ms.gov.

SECTION 2

2.1 Timeline

Invitation to Bid (IFB) Issue Date:	November 17, 2025
Bid Package Questions:	December 5, 2025, 3:00 PM CST
Question & Answer Deadline:	December 11, 2025, 1:00 PM CST
Bid Package Due:	January 6, 2026, 1:00 PM CST
Bid Opening:	January 6, 2026, 2:00 PM CST
Anticipated Notice of Intent to Award:	January 16, 2026, 2:00 PM CST

MEMA reserves the right to adjust this schedule as it deems necessary and change the dates of the initial contract term without amendment to this IFB.

2.2 This solicitation and any resulting contract shall be governed by the applicable provisions of the *Public Procurement Review Board (PPRB) Office of Personal Services Contract Review (OPSCR) Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration’s website (www.dfa.ms.gov). Any bidder responding to this solicitation is deemed to be on notice of all requirements therein.

2.3 Reconsideration for the Terms of the Solicitation: Any potential bidder may request that MEMA reconsider the terms of this solicitation. Such a request shall be filed with the Bid Coordinator and the Director of OPSCR within three (3) business days following the date of public notice as defined in Section 5.2.1. It is the sole responsibility of the requesting vendor to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with this section and Section 5.2.4 and Section 5.2.4.1 of the OPSCR Rules and Regulations results in a waiver of any claim regarding the terms of the solicitation.

SECTION 3
Contact and Questions/Requests for Clarification

3.1 Bidding vendors must carefully review this solicitation, required contract clauses, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in Section 2. All questions and requests for clarifications must be directed by email to:

April Burns, Bid Coordinator

E-mail: osss@dfa.ms.gov

3.2 Vendors should enter "IFB RFx Number 3160007732 - Questions" as the subject of the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

	IFB Section, Page Number	Vendor Question/Request for Clarification
1.		

3.3 Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and MEMA's website as an amendment to the IFB by the date and time reflected in Section 2.

3.4 MEMA will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person as an IFB amendment. Vendors are cautioned that any statements made by MEMA personnel that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

3.5 All vendor communications regarding this IFB must be directed to the Bid Coordinator. Unauthorized contact regarding the IFB with other MEMA employees may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the State.

3.6 Acknowledgement of Amendments: Bidders shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be submitted by signing and returning the amendment with the bid package or by letter or email submission. Each bidder shall submit a written acknowledgement of every amendment to MEMA on or before the submission deadline. It is the bidder's sole responsibility to monitor the websites for any updates or amendments to the IFB.

3.7 Bidder must provide a signed Acknowledgment(s) of IFB Amendment(s) and Questions and Answer document(s) if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and MEMA's website.

3.8 The IFB is comprised of the base IFB document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before the contract award.

SECTION 4

Scope of Work

The winning vendor ("contractor") shall provide in a timely and satisfactory manner all services and otherwise do all things necessary for or incidental to the performance of work as set forth below:

4.1 Deliverables

4.1.1 Detailed Minimum Specifications

As emergency situations occur, the need for transportation and logistics services into the area affected by a disaster are most critical. An efficient, reliable, and highly flexible operation is needed to provide the agency as well as local governments with the supplies needed to present relief to citizens in the affected area. The state, in conjunction with the vendor, will establish pre-disaster requirements during a known event. At the time a purchase order will be provided to the vendor to initiate the need of trailers and movement of equipment to the State Staging Area (SSA) as outlined in the agreed plan. The contractor must possess an adequate infrastructure as well as information technology to efficiently manage, communicate and process various levels of supplies to the "affected area". Staging area locations in the state are:

- Camp Shelby, Hattiesburg, Mississippi
- Grenada, Mississippi
- Lee County Agri Center, Tupelo, Mississippi.

The contractor should have knowledge of the state and locations of counties and municipalities as well as a well-established knowledge of the three (3) main coastal counties: Harrison, Hancock, and Jackson as well as South Mississippi. The contractor is responsible for supplying its own equipment, trailers and employees (drivers) in place within the company. MEMA will not provide any equipment, vehicles, or personnel, including drivers, in connection with these services. Additionally, the Contractor must ensure that GPS tracking/monitoring devices are installed on the trailers and/or equipment, so they are easily inventoried and monitored for return after the matters of the disaster are cleared for return to normalcy. The contractor must also appoint a lead contact for this contract that will be responsible for managing staff, meeting project goals

and objectives within the budget limits should the contractor be called on in the event of a disaster. Please see the following requirements below to complete your bid/proposal.

Operational Requirements

- A. Transportation Brokerage** Over the road truck or fleet truck, one-way service (provide the most cost-effective service) to a vendor provided cross dock facility. Commodities will be cross docked into trailers leased by the selected vendor. The bidder will provide documentation of commodities cross docked from over the road trucks into leased trailers.
- B. Bidders Dock Management and Facility** The contractor is expected to be available 7 days a week, 24 hours a day (if required) when the contractor is notified of commodities purchased for disaster preparedness and shipped to the contractor's identified address. The contractor will not be required to maintain the facility open 24 hours (unless this is the contractor's' normal operation) after the state has received all purchased commodities and starts receiving federal commodities. Dock management and facility must further meet these requirements:
- i. 24-hour availability during a crisis
 - ii. Centralized management service provider with a director or manager of all operations during crisis period.
 - iii. Flexible labor force to receive loads into a cross docked facility
 - iv. Material handling equipment to move palletized shipments
 - v. Trailer drop yard or space for inbound loads – 50 trailers
 - vi. Secure drop yard, fenced in facility and central entry point
 - vii. Facility must be a flow through operation to efficiently process loads
- C. Transportation Network Ability** The contractor must be able to move 10 – 75 shuttle loads daily from the State Staging Area (SSA) to designated County Staging Areas (CSA) with through put (as required) to Commodity Point of Distribution (CPOD) site within affected counties and drop trailer as required.
- D. Shuttle** The contractor shall supply power units to shuttle loads between cross dock location (commodities purchase by the state), state staging facilities, County Staging Areas (CSA) to Point of Distribution (POD) site during crisis period. Provide between 50 – 100 short-term lease trailers (trailers may be owned or leased from outside source) during crisis (mobilize and secure units within 72 hours of potential crisis when alerted by MEMA Logistics and purchase order provided to contractor).
- i. Utilize centralized management transportation and communicate operational statuses of all equipment during crisis period.
 - ii. P & D (pick-up & delivery) ability to efficiently stage/extract equipment from CPOD (Commodity Point of Distribution) locations.

- iii. Capability to track trailers when dropped at CSA or CPOD site.
- iv. FEMA will be providing trailers with commodities to the SSA (State Staging Area). These commodities will be tracked and moved to County Staging Area (CSA) and CPOD sites by shuttle power units.

E. Fuel Procurement The contractor must possess the ability to provide fuel to support operations.

F. Information Management System Information management system will be utilized to manage data/information flows back to MEMA Logistics at the State Emergency Operations Center and the SSA. System redundancy is a must. Information management backup systems would preferably be located outside the state. The information management system must also:

- i. Customize reports on status of goods at different stages of crisis period.
- ii. Provide a low-cost method of data transfer to MEMA.
- iii. Provide efficient reporting capability in an electronic format.
- iv. Provide Latitude/Longitude (i.e., 31.559894, -91.405316 format) data for trailer delivery.
- v. Maintain yard management asset tracking system.
- vi. Have ability to know current status of trailers in all locations known as CPODs (Commodity Point of Distribution), SSAs (State Staging Areas) and cross dock station.

G. Management Structure The contractor shall possess an operational management structure to be presented in an organization chart. This will be utilized as the chain of command between MEMA, Mississippi Forestry Commission (State Staging Area Manager) and the contractor. The management structure must provide the following:

- i. Liaison personnel at the SEOC (State Emergency Operations Center) and SSA who will coordinate and act as the transportation manager for commodity distribution in conjunction with MEMA Logistics Transportation Manager.
- ii. Status of all cross-docking matters of state purchased commodities, shuttle fleet, movement and locations of commodities.
- iii. Shuttle/line haul operations management transferred to/from the SSA to CSA through to CPOD sites as required.
- iv. Management that includes shuttle driver coordination, data/information management and load deliver documentation.
- v. Asset status and location.
- vi. Driver breakdown and emergency roadside service.
- vii. Rotation of drivers or off-site lodging facilities, driver meals and driver rest facilities provided by the contractor (use of GSA per diem rates).
- viii. If required, rental of van to shuttle drivers to dining facility, shower, etc.

H. **Delivery Ticket** All deliveries made under this contract must be accompanied with a delivery ticket and Bill of Laden (BOL). An automated version that is industry standard within the assessed tracking program used by the contractor can be utilized as a delivery ticket if agreed upon by the contract officer or the contract office representative. The following is the minimum amount of information needed that can be accomplished by paper or electronic method.

- i. Contractor name
- ii. Purchase order number
- iii. WebEOC reference number
- iv. Referenced BOL from FEMA or vendor
- v. Date of and time of delivery of shipment
- vi. Printed name and signature of individual receiving the order
- vii. GPS location of delivery (use of decimal, i.e., 31.559894, -91.405316)
- viii. BOL
- ix. Shipment and tracking information

I. **24 Hours of Service** When performing under this contract, the contractor must provide qualified personnel 24 hours a day, 7 days a week, who are familiar with the contract terms and conditions. The contractor must provide customer service with the ability to respond within one hour to an order for service or request for assistance. The contractor shall accept orders for service arranged for shipment and perform pick-up and delivery 24 hours a day, 7 days a week. The contracting officer will determine the hours of services when other than 24-hour/7-day service is required.

J. **Contractor Liability for Personal Injury and/or Property Damage** The contractor assumes responsibility for all damage or injury to a person(s) or property associated with the use, maintenance and operation of the contractor's vehicles and other equipment, the action of the contractor and the contractor's employees and agents. The government will in no event be liable or responsible for damage or injury to any person(s) or property associated with the use, maintenance, operation of any vehicle, other equipment, the action of the contractor, or the contractor's employees and agents in performing under this contract. The State of Mississippi shall be indemnified and saved harmless against claims for damage or injury in such cases.

K. **Tracking and Reporting Movement/Management Information System Technology**
The contractor should provide a management information system (MIS) to provide in-transit visibility tracking and related tracing information. In addition, tracking and tracing information should be available to designated government agencies via a secure web site on the internet 24 hours a day, 7 days a week. The contractor will maintain the capability to exchange information with current government systems utilizing the internet, simple mail transfer protocol (SMTP), file transfer protocol (FTP), electronic data interchange (EDI), value added networks (VANs), or other methodology agreed to by the contracting officer. At a minimum, the contractor's database must contain shipment order

information, prices applied to each shipment, movement data and other shipment information the government deems necessary to generate the reports specified in this contract. The contractor's system should include screen print capability and a facility to download reports as either ASCII files or as database file (Microsoft Access or Excel). The contractor's database must be secure and accessible by the worldwide web or personal computer station. The contractor's database must be updated at least once every four (4) hours.

Unless otherwise directed by the contracting officer, the contractor must maintain on-line access to all database elements associated with each shipment for a period of ninety (90) calendar days from the date of shipment delivery. After ninety (90) calendar days, an electronic record of each shipment file should be archived for the life of the contract and turned over to the state upon contract completion. The archived data may be requested by the contract officer or the contract office representative. The archived data must be retrievable within two (2) calendar days of a state request for information, unless otherwise agreed to by the contract officer and the contractor. The contractor will not archive shipment files with claims, billing disputes or similar areas that are unresolved. These files must stay on-line until settlement is reached or full payment is obtained.

Report Requirement

A minimum of four (4) daily reports compiling detailed data for tracking information in routed shipments, completed shipments to CSA or final CPOD sites with receiver information. Leased trailer locations and returned dates back to contractor and cross docking reports of consignment or purchased commodities into leased trailers, (cross docking is not required for federal leased trailers) and trailers awaiting movement to CSA and CPOD sites.

- i. **Weekly Shipping Reports** Cumulative totals of trailers delivered and picked up by county to include dates of arrival and averaged shipping tonnage by commodity. The report should be based on the time of shipment and items delivered.
- ii. **Monthly Billing Report** A monthly billing report detailing shipment and accessorial services provided along with a complete breakdown of charges by percentage as they apply to contract items. The report is due on the 10th day of the month.
- iii. **Final Billing Report** The contractor will provide a final billing report within ninety (90) days after being released from an event by the contract officer. The report shall include documentation of a complete breakdown of charges utilizing a Driver & Government Rep Sign In & Sign Out sheet provided by the contracting officer or an equivalent form from the vendor or BOL approved by the contracting officer. Additional information to be provided will be a report containing at a minimum trailer number, GPS tracking number, date, stationary GPS location.

- iv. **Automated Identification Technology (AIT)** Government shippers frequently use AIT devices to facilitate the tracking and processing of shipments. When any of these devices are part of a package or shipment, tendered by the government under this agreement, the contractor is required to ensure that the device does not become separated from the package. AIT devices usually consist of one or more of the following: linear bar codes, 2D bar codes, radio frequency identification device or optical memory cards (also known as automated manifesting system cards).

Personnel Requirements

The contractor must designate a Contract Designated Representative (CDR) and alternate(s) who are responsible for the contract operations. The contractor will provide a dispatcher/operations officer to the SSA upon start of operation, based on the requirements and request of MEMA; to push commodities to CSA (estimated start of operation will begin at 36 hours after landfall) 24/7 until contract is complete or mission dictates a change of operations. The CDR alternate(s) and contractor employees who have contact with customers must be able to read, write, speak and understand English fluently. English will be the only language used for written correspondence, discussions and other business transactions.

Shipment Routing, Scheduling and Tailored Logistics Services

All shipments referred to the contractor will be routed, scheduled, managed and controlled from receipt of shipment request through delivery. Complete shipping documentation must be in accordance with acceptable commercial practices and applicable federal and state laws.

- i. **Safety** The contractor must comply with all federal, state and local authorities having jurisdiction and with safety and fire regulations promulgated by the Department of Labor (OSHA) under Title 29, Section 1910 of the Code of Federal Regulations. The contractor is solely responsible for compliance and cost of compliance with federal, state and local laws and regulations pertaining to environmental protection, occupational health and safety, transportation, storage and disposal of hazardous materials and waste.

In the event the contractor violates Environmental Protection Agency (EPA) or Occupational Safety and Health Administration (OSHA) regulations, the contractor will be held responsible and will hold the State of Mississippi harmless from any and all administrative and financial involvement. The contractor will perform and be responsible for all necessary cleanup and treatment costs.

- ii. **Permits and Licenses** The contractor will determine specific permitting and license requirements where the contract work is to be performed and provide for the effects, if any, that these requirements may have on the offer or contract

performance. Failure of the contractor to ascertain these requirements beforehand will not excuse noncompliance nor will it be the basis for modifying the contract after the award to compensate for adherence requirements.

- iii. **Transportation for Employees during Performance of the Contract** The contractor will rent or otherwise provide transportation for employees to purchase necessities as well as to and from meals during the performance of the contract. MEMA will not provide this transportation service; however, the actual costs of transportation will be a reimbursable expense and will be made in accordance with state law.

SECTION 5

Basis for Award

- 5.1** Only objectively measurable criteria set forth in the IFB shall be applied in the bid evaluation. Criteria not set forth in the IFB may not be used to evaluate the bid. Contract(s) may only be awarded to the lowest responsive and responsible bidder(s). In order to determine which bidder(s) is the lowest responsive and responsible bidder, the Agency shall evaluate: (1) whether each bidder was responsive and provided all required information in the format required by the IFB; (2) whether each bidder is responsible and objectively meets the minimum qualifications or other criteria listed in the IFB required to determine whether the bidder has the skills, experience, and/or qualifications to successfully provide the services; and (3) which of the responsive and responsible bidders submitted the lowest overall price.
- 5.2 MINOR INFORMALITIES AND IRREGULARITIES** MEMA has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder for MEMA to properly evaluate the bid, MEMA has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder.
- 5.3** All bids that are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation.
- 5.4** MEMA intends to award three (3) contracts to provide the services described in this IFB to the lowest responsible and responsive bidders. The contracts will be awarded in the following manner: the lowest most responsible, responsive, and cost will be the primary award winner, the next lowest most responsible, responsive, and cost will be the secondary award winner, and the next lowest most responsible, responsive, and cost will be the tertiary award winner.

SECTION 6

Minimum Bidder Qualifications

To win the bid and be awarded the contract, the vendor must have:

- 6.1** Bidder must devise a written plan that will illustrate its ability to work along with key MEMA personnel to provide a functional transportation system to support commodity distribution within the state during and after a natural or man-made disaster.
- 6.2 Prior Experience:** Vendor must have been in business and provided emergency transportation services similar in requirements and scale during a state declared emergency to those described in this IFB for a minimum of 5 years. Please provide a description of the emergency services you have provided in the past 5 years. Include the dates of service, contact information of the agency/or entity you worked for, including the smallest and largest agency/entity, as well as the services you provided.
- 6.3** A minimum score of six (6) on the Reference Score Sheet (Attachment D) from reference interviews by agency staff with two (2) bidder references (for a total minimum scoring requirement of twelve (12) points), as well as all other requirements of this IFB.
- 6.4** The bidder may be required before the award of any contract to show to the complete satisfaction of MEMA that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. MEMA may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the agency all information for this purpose that may be requested. MEMA reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the agency that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein.

SECTION 7

Duration

The estimated period of performance for this contract may begin upon the execution of the contract by both parties and end one year from contract execution. At the discretion of MEMA, this contract may be amended and renewed for four (4) periods of twelve (12) months each under the same or amended terms and conditions as the original contract.

SECTION 8

Bid Submission Requirements

8.1 Submission Format

8.1.1 Bid Cover Sheet (Attachment A)

8.1.2 Bid Form (Attachment B) - all pricing must be submitted on the bid form. Failure to complete and/or sign the bid form may result in the bidder being determined non-responsive.

8.1.3 References (Attachment C) - each bidder must furnish a listing of **at least three (3)** trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. MEMA staff will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. MEMA staff will not track down references. Bidders should verify before submitting their bid that the contact person, phone number and email address are correct for each reference. **Agency staff must be able to reach two (2) references for a bidder within two (2) business days of bid opening or within 48 hours of initial contact to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by MEMA staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible.** (See **Attachments C and D.**) Only bidders who are found responsive and responsible will have their bids considered for the award. Bidder may submit as many references as desired. MEMA staff will begin contacting references at the top of the list and will continue down the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, the reference check process will end.

8.2 Submission Requirements

8.2.1 Bidder must submit:

- A. An electronic copy of the signed bid package, along with a redacted copy if applicable, emailed to OSSS@dfa.ms.gov. Files shall not be password protected, shall be in .PDF format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. The total size of the email, including all attachments, must not exceed 25MB. Emails exceeding this limit may be rejected and considered late.

8.2.2 A bid shall be considered received when the email containing the bid is successfully delivered to the designated bid submission email address at the Department of

Finance and Administration (DFA), as indicated by the timestamp generated by DFA's email system. All time stamps shall be recorded in Central Standard Time (CST). The subject line of the bid submission email shall clearly state SEALED BID, the bid opening date and time, the Invitation for Bids (IFB) number (e.g., SEALED BID – 1:00 PM CST, January 6, 2026 – IFB #3160007732), and the name of the bidding company. Bids may be rejected if the email subject line does not contain the required information as outlined in the solicitation.

- 8.2.3** All bid packages must be received by OSSS no later than 1:00 PM CST, January 6, 2026. Bids submitted via facsimile (fax) machine, mail, MAGIC, or hand delivery **will not** be accepted. Bidders should ensure that their email system confirms successful delivery to the OSSS inbox and are encouraged to request a delivery or read receipt for verification. OSSS will not be responsible for email delivery failures or delays. The vendor bears full responsibility for ensuring that the bid is submitted to the designated email address on time. Any delay—whether due to technical issues, network problems, file size limitations, or incorrect email address may result in the bid being rejected as late. All vendors are urged to take the possibility of delay into account when submitting a bid.
- 8.2.4** Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and retained unopened for evaluation in the procurement file to the extent necessary to complete administrative processes, including printing or verification of receipt. A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it has been determined by OSSS that the late receipt was due solely to mishandling by OSSS after receipt at the specified address.
- 8.2.5** The time and date of receipt will be recorded by OSSS staff based on the timestamp generated by the designated bid submission email system. The only acceptable evidence to establish the time of receipt at the designated DFA email address is the official email timestamp and any related system-generated documentation used by OSSS to verify receipt.
- 8.2.6** Each page of the bid form and all attachments shall be identified with the name of the bidder.
- 8.2.7** Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.** MEMA reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.

8.2.8 A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. MEMA reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency of non-responsiveness based on the submission of nonconforming terms and conditions.

8.2.9 As a precondition to bid acceptance, the agency may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

SECTION 9

Bidder Certification

The bidder agrees that the submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

SECTION 10

Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

SECTION 11

Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MEMA that it has been selected for contract award.

SECTION 12

Insurance, Bonds, or Other Sureties

12.1 The successful bidder shall, at its own expense, obtain and maintain insurance, bond, or other surety which shall include the following types and coverage limits:

12.1.1 Insurance Contractor represents that it will maintain workers' compensation insurance in compliance with Mississippi law which shall insure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability insurance or professional liability insurance with minimum limits of \$1,000,000.00 per occurrence. All general liability and professional liability insurance will provide coverage to MEMA as an additional insured. MEMA reserves the right to request

from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

12.1.2 The contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

12.2 Additionally:

12.2.1 In no event shall the requirement for an insurance certificate or bond be waived.

12.2.2 All insurance policies will list the State of Mississippi as an additional insured.

12.2.3 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

12.2.4 Contractor shall submit to MEMA within 10 days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the 10-day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

12.2.5 Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.

12.2.6 Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.

12.2.7 Contractor shall submit renewal certificates as appropriate during the term of the contract.

12.2.8 Contractor shall instruct the insurers to provide MEMA 30 days advance notice of any insurance cancellation.

12.2.9 Contractor shall ensure that should any of the above-described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.

12.2.10 There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to MEMA. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of this contract by MEMA.

SECTION 13

Bid Opening

Bid opening will not be open to the public; however, this will include opening, reading, and listing the name of each bidder and the bid price of each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

SECTION 14

Award Notification

The award for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website at <http://www.msema.org>. Bidders will be notified via e-mail of the awards.

SECTION 15

Procurement Methodology

15.1 Restrictions on Communications with Agency and Agency Staff

At no time shall any bidder or its personnel contact, or attempt to contact, any MEMA staff regarding this IFB except the contact person as set forth and in the manner prescribed in Section 3.

15.2 Expenses Incurred in Preparing Bid

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

15.3 Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor, for the purpose of restricting competition.

The prices quoted shall be inclusive of all associated costs outlined in Attachment B. All pricing should include all associated costs with no additional or hidden fees.

15.4 Cancellation of Solicitation or Rejection of Individual Bids

At the Agency's sole discretion, an IFB may be canceled, all bids may be rejected, or individual bids may be rejected when the Agency determines that it is in the Agency's best interest to do so. A memorandum stating the reasons for the cancellation or rejection shall be made part of the Agency Procurement File.

The solicitation process requires expenditure of time and resources for both public Agencies and private businesses. Accordingly, solicitations should only be issued when there is a valid procurement need unless the solicitation states that it is for informational purposes only. However, nothing in the Section shall be construed as conferring any grievance right on any party when an Agency chooses to cancel a solicitation.

15.4.1 Notice of Cancellation of IFB When an IFB is canceled, a Notice of Cancellation shall be prepared. The Notice shall identify the solicitation being canceled and provide any information the Agency deems appropriate. The Notice of Cancellation shall: (1) be posted publicly on the Agency website; (2) be posted publicly on the procurement portal; **and** (3) be distributed to all potential bidders known to have received a copy of the IFB. A memorandum containing the reason for the cancellation shall be made part of the Agency Procurement File.

15.4.2 Rejection of Individual Bids Reasons for rejecting individual bids include but are not limited to:

- the bid was non-responsive to the solicitation;
- the bidder is deemed non-responsive;
- the Agency – in its sole discretion – determined the proposed price is unreasonable even if it was the lowest responsive and responsible bid;
- lack of competitiveness by reason of collusion or knowledge that reasonably available competition did not occur.

15.4.3 Disposition of Bids Where bids are individually rejected, or the solicitation is canceled after bids are received, the Agency shall have the sole discretion to determine whether to return bids to the bidder or retain the bids in the Agency

Procurement File. If the Agency chooses to return the bids to the bidders, the Agency shall ensure enough information is retained in the Agency Procurement File to support the decision to reject the bid.

15.5 Withdrawal of Bids

A bidder may withdraw a bid at any time by written notice to the Agency or the official designated in Section 1.1 of the IFB. If any such withdrawal occurs by the successful bidder(s) after the bid opening and/or issuance of the Notice of Intent to Award, the Agency may cancel the solicitation or proceed with award of a contract as if the withdrawn bid had not been submitted.

15.6 Confirmation of Bid

When MEMA knows or has reason to conclude that a mistake has been made, it may request the bidder to confirm the bid. Situations in which confirmation may be requested include obvious, apparent errors on the face of the bid or a bid which is unreasonably lower than the other bids submitted. If the bidder alleges a mistake, the bid shall be considered withdrawn unless correction meets the definition of a minor informality. The Agency shall have the sole discretion as to whether confirmation of a bid is warranted, but the Agency shall exercise that discretion in a manner that is fair to all bidders.

SECTION 16 Draft Agreement

The bidder understands and agrees that any contract entered into with MEMA pursuant to this IFB shall only be the contract provided by MEMA. MEMA will not accept agreements submitted by the bidder. Should MEMA and the winning bidder fail to enter into a contract, or MEMA ceases doing business with any Contractor selected through this IFB process, for any reason, MEMA reserves the right to contract with the next lowest priced Bidder.

SECTION 17 Contract Rights

Contract rights do not vest in any party until a contract is legally executed. MEMA is under no obligation to award a contract following issuance of this solicitation.

SECTION 18 Property Rights

Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. MEMA is under no obligation to award a contract and may terminate a legally executed contract at any time.

SECTION 19
Agency Website

This IFB, questions and answers concerning this IFB, and the Notice of Intent to Award will be posted on the agency website at <http://www.msema.org> and on the Mississippi Contract/Procurement Opportunity Search Portal website.

SECTION 20
Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

Attachment A

BID COVER SHEET

Bids must be received via email at OSSS@dfa.ms.gov as listed below on or before 1:00 PM CST, January 6, 2026. Do **not** include pricing or any bid content in the body of the email.

PLEASE INCLUDE IN YOUR SUBJECT LINE:

SEALED BID – 1:00 PM CST, January 6, 2026– IFB # 3160007732 – [Bidding Company Name]

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB: _____

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? _____

How many years has the firm been in business of performing the services called for in this IFB?

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. _____

If your company is not physically located within the vicinity, how will you supply the necessary equipment and personnel to provide emergency standby transportation services for MEMA?

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

Is your company licensed and/or certified to provide emergency standby transportation services as required by any and all applicable Federal and State law(s)?

List all licenses or permits your company possesses that are applicable to perform the services required in this IFB. _____

Describe any specific services that your company offers along with any specialized experience, certification, and/or education of your current staff. _____

Attachment B

BID FORM

Company: _____

Contact Person: _____

Telephone Number: _____

The evaluated contract price for emergency standby transportation shall include the total daily cost per prime mover truck, including the driver and the per diem. **Bidder shall also submit a Cost Analysis and Breakdown (as seen on page 25)** detailing all professional fees and expenses in a manner that supports the total evaluated contract price submitted. **The contract award will be based solely on the evaluated contract price submitted below. The Cost Analysis and Breakdown Sheet will be considered Attachment A with the contract.**

The awarded Contractor will be required to submit detailed invoices describing services completed at the time of payment request. Payment will be made in arrears (after the services have been provided) at the amount, and interval (i.e., monthly, quarterly, etc.) as agreed upon by the awarded contractor and MEMA prior to submission to PPRB for contract approval.

Total Cost per Prime Mover Truck: \$_____ /Per Day
(Total cost should include daily cost of truck, driver, and per diem)

**The initial contract term will be one year. MEMA, at its sole discretion, may amend this contract and renew it for four (4) periods of twelve (12) months each under the same or amended terms and conditions as the original contract. **

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the clauses provided in the draft contract (Attachment E).
4. That the company will perform the services required at the prices quoted above;

5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
7. **INDEPENDENT PRICE DETERMINATION:** By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
8. **BIDDER'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to the solicitation the bidder represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the bidder cannot make such a representation, a full and complete explanation shall be submitted in writing with the bidder's response.
9. **REPRESENTATION REGARDING GRATUITIES:** Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MEMA a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MEMA has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
10. **Release of Bid as Public Record.** The bidder shall acknowledge which of the following statements is applicable regarding the release of its bid as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.

CHOOSE ONE:

- ☐ Along with a complete copy of its bid, bidder has submitted a second copy of the bid in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations

if MEMA or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Miss. Code Ann. §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MEMA may release the redacted copy of the bid at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

- ☐ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by MEMA at any time without notice to bidder. The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Miss. Code Ann. §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. *Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Miss. Code Ann. § 25-61-9(1)(a).* A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment A – Contract Cost Analysis and Breakdown

Cost per Prime Mover \$ _____	Number Prime Mover Trucks _____
<i>(Truck Only)</i>	
Total Cost per Prime Mover Truck \$ _____	
<i>(Total cost should include daily cost of truck, driver, and per diem)</i>	

The prices listed below will not be included in the bid evaluation; however, the vendor shall be bound by these prices for the duration of the contract, unless otherwise amended in writing by mutual agreement and approved by the PPRB. These amounts must be itemized on all applicable invoices for documentation and transparency.

TRAILER RENTAL AND MILEAGE

Trailer Rental \$ _____	Flat Rate/Per Day
<i>(GPS Tracking fees must be included in this cost)</i>	
Mileage Cost \$ _____	

DISPATCHER

Regular Hour Rate \$ _____	Overtime Hour Rate \$ _____
Per Diem for On-Site Dispatcher \$ _____	

ON-SITE MANAGEMENT

Regular Hour Rate \$ _____	Overtime Hour Rate \$ _____
Per Diem for On-site Management \$ _____	

- ☐ **Other Transportation Equipment Costs – Optional** *(check if page attached)* This section is optional. **Information provided will not be considered during bid evaluation or award determination.** Bidders may submit costs related to additional transportation equipment they can provide, separate from the base bid, on a separate attachment.

If this section is completed, the bidder must sign and date the attachment. Submission of this information does not obligate MEMA to procure any additional equipment or services. MEMA may, at its sole discretion, use the information provided for internal planning or market research purposes only. Any future procurement of additional equipment or services will comply with applicable Mississippi procurement laws and regulations.

Attachment C REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in the order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening or 48 hours of initial contact.

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 5

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Attachment D

References Score Sheet

**IFB RFx #3160007732
IFB for Emergency Standby Transportation Services**

TO BE COMPLETED BY MEMA STAFF ONLY

Bidder Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide emergency transportation services when you called?	Yes	No
Satisfied with the services provided and final product? If no, please explain.	Yes	No
Vendor easy to work with in scheduling services?	Yes	No
Was the project completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Bidder must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and for its bid to be considered.

Score: Pass / Fail

Do you have any business, professional or personal interest in the vendor’s organization? If yes, please explain.	Yes	No
---	-----	----

A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Called by:

Name, Title

Date

Signature

Attachment E

Required Contract Clauses

1. Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

2. Approval

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

3. Availability of Funds

It is expressly understood and agreed that the obligation of MEMA to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MEMA shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost of expense to MEMA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

4. Certification of Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.

5. Compliance with Equal Opportunity in Employment Policy

Contractor understands that MEMA is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

6. Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

7. E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

8. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of MEMA subject to approval by any agencies of the United State Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or Governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

9. Contractor's Representation Regarding Contingent Fees

By executing the contract the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

10. Paymode

Payments by MEMA using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. MEMA may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

11. Procurement Regulations

This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

12. Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MEMA a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MEMA has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

13. Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that MEMA and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

14. Stop Work Order

MEMA may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by MEMA. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take reasonable steps to minimize any further cost to MEMA. Upon execution of the stop work order, unless MEMA has terminated that part of the agreement or terminated the agreement in its entirety. MEMA is not liable for payment for services which were not rendered due to the stop work order.

15. Termination

Termination for Convenience. MEMA may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. MEMA shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If MEMA gives the Contractor a notice that the personal or Professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, MEMA may terminate the contract for default and the Contractor will be liable for the additional costs to MEMA to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

APPLICABLE FEDERAL PROCUREMENT CLAUSES AS THIS CONTRACT MAY BE FUNDED BY FEDERAL FUNDS

1. Byrd Anti-Lobbying Amendment

Contractors shall file the required certification within Appendix A of this contract through which it certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor and all authorized subcontractors shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency (MEMA).

2. Clean Air and Water Acts Compliance

- (1) Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et. seq.
- (2) Contractor agrees to report each violation to MEMA and understands and agrees that MEMA will, in turn, report each violation as required to assure notification to the State of Mississippi, the applicable federal agency, and the appropriate Environmental Protection Agency Regional Office as applicable to this contract.
- (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance if applicable.

3. Procurement of Recovered Materials

- (1) In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirement; or,
 - iii. at a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- (3) Contractor also agrees to comply with all other applicable requirements for Section 6002 of the Solid Waste Disposal Act.

4. Debarment and Suspension

- (1)** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. Pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2)** Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3)** This certification is a material representation of fact relied upon by MEMA. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to MEMA, the federal government may pursue available remedies, including by not limited to, suspension and/or debarment.
- (4)** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

6. Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the contract.

7. Socioeconomic Affirmative Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

APPLICABLE FEDERAL PROCUREMENT CLAUSES IF THIS CONTRACT IS ELIGIBLE FOR REIMBURSEMENT SPECIFICALLY WITH FEMA FUNDING

1. Access to and Retention of Records

- 1) Contractor agrees to provide MEMA, the subgrantees (counties and communities), FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Contractor, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 4) In compliance with the Disaster Recovery Act of 2018, MEMA and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 5) Contractor agrees to retain all records associated with this contract for three (3) years after MEMA or the subgrantees (counties and communities) make final payment and all other pending matters are closed.

2. DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgment that should FEMA financial assistance be used to fund all or a portion of the contract. Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

APPENDIX A
44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's Authorized Official's Signature

Date